

**ADDENDUM ONE TO THE INTERGOVERNMENTAL
COOPERATIVE AGREEMENT FOR WORKFORCE DEVELOPMENT
SERVICES BETWEEN THE POLITICAL SUBDIVISIONS OF THE
GREATER PENINSULA WORKFORCE INVESTMENT AREA**

THIS ADDENDUM ONE, made this ____ day of _____, 2000, by and among the **CITY OF HAMPTON**, the **CITY OF NEWPORT NEWS**, the **CITY OF POQUOSON**, the **CITY OF WILLIAMSBURG**, the **COUNTY OF GLOUCESTER**, the **COUNTY OF JAMES CITY**, and the **COUNTY OF YORK**, each a political subdivision of the **COMMONWEALTH OF VIRGINIA**.

WHEREAS, the above political subdivisions have, pursuant to legislative authority, executed that certain Agreement effective January 1, 2000, known as the "Intergovernmental Cooperative Agreement for Workforce Development Services Between the Political Subdivisions of the Greater Peninsula Workforce Investment Area," (Agreement) and

WHEREAS, the parties signatory to the aforesaid Agreement are desirous of setting forth the rights, powers, duties, and liabilities of the Greater Peninsula Workforce Development Consortium created therein (Consortium), within the framework of both the Workforce Investment Act of 1998 (Act), and Section 15.2-1300, Joint Exercise of Powers by Political Subdivisions, of the Code of Virginia, 1950, as amended.

WITNESSETH

Each of the participating political subdivisions aforesaid (jointly referred to as the Consortium), individually, jointly, and severally, agree to the following provisions:

1. That all terms and conditions in that certain January 1, 2000 Agreement referred to above as heretofore executed remain in full force and effect, and are readopted and incorporated herein by reference.

2. That in addition to the powers and duties confirmed upon the Consortium through the Agreement:

A. The Consortium shall have all of the rights, powers, duties, and liabilities as set forth in the Act, applicable federal and state regulations governing workforce investment activities and services, and by Section 15.2-1300, Code of Virginia, 1950, as amended. In the event of a conflict, the provisions of the Workforce Investment Act are controlling.

B. The Consortium shall have authority under Section 15.2-1300 to:

(1) Adopt bylaws and make rules and regulations for the conduct of its business;

(2) Make and enter into all contracts and agreements, as it may determine are necessary, incidental or convenient to the performance of its duties and to the execution of the powers granted herein; contracts for the purchase of goods and services shall be subject to the provisions of the Virginia Public Procurement Act. Any use made by the Consortium of the purchasing department and procurement policies of any of the parties hereto shall be for convenience only, and shall not create an employment or agency relationship with, nor liability for, the party providing said services;

(3) Apply for, accept, disperse, and administer for itself or for a party hereto any loans, grants, materials, contributions, gifts, or property from any private or charitable source, the United States of America, the Commonwealth, any agency or instrumentality thereof,

or from any other source. However, all disbursements under the Workforce Investment Act shall be made at the direction of the Greater Peninsula Workforce Investment Board;

(4) Acquire, whether by purchase, exchange, gift, lease or otherwise, any interest in real or personal property, and improve, maintain, equip and furnish any necessary or incidental facilities. Unless otherwise agreed by the parties, all property, real or personal, shall be held in the name of the Consortium;

(5) Lease, sell, exchange, donate and convey any interest in any or all of its projects, property or facilities in furtherance of the purposes of the Consortium;

(6) Employ professionals, consultants, experts, and general and clerical employees as may be deemed necessary, and prescribe such professionals, consultants, experts, and employees' powers, duties, compensation and benefits;

(7) Borrow money from any source for capital purposes or to cover current expenditures in any given year in anticipation of the collection of revenues;

(8) The Consortium's fiscal agent may open and maintain bank accounts, checking accounts, and such other accounts as are authorized by law, and make short-term investments of funds as authorized by law for political subdivisions of the Commonwealth of Virginia;

(9) Mortgage and pledge any or all of its projects, property, or facilities or parts thereof, and pledge the revenues therefrom or from any part thereof as security for the payment of principal and interest on any notes or other evidences of indebtedness;

(10) Establish fees and charges, to the extent allowed by law, for the training and workforce development services provided;

(11) Procure insurance, including but not limited to, general liability, workers' compensation, property, errors and omissions, and such other coverages in such amounts as deemed appropriate to cover the risks involved. The Consortium and its officers, employees, and agents may be named as insured. The parties hereto may be named as additional insureds;

(12) Execute any and all instruments (in the name of the Consortium), and do and perform any and all acts necessary, convenient or desirable for its purposes or to carry out the powers expressly given in the Agreement and this Addendum;

(13) Sue and be sued in the name of the Consortium; and

(14) Perform any acts authorized under the Agreement and this Addendum through or by means of its own officers, agents, and employees, or by contracts with any person, firm or corporation.

3. For any grant contract with a federal or state agency, which requires local matching monies, it shall be determined by the Consortium how the local contribution shall be apportioned among the parties hereto. Said local contributions from a party shall be subject to the appropriation of monies for this purpose by its respective governing body.

4. Except as provided for in paragraph 3 herein, and in paragraph 12 of the January 1, 2000 Agreement, any liability arising out of this joint undertaking, or incurred as the result of the acts authorized under the Agreement or this Addendum, shall be divided among the parties in a proportion the population of each is to the whole, and all settlements or judgements and satisfaction of such liability shall be shared by the participants in a like manner; and the parties are responsible only to the extent that a particular liability is not covered by insurance.

5. The Executive Director, and any employees or staff of the Consortium, shall be

considered employees of the Consortium, and not employees of any of the parties to the Agreement and this Addendum. The Executive Director shall serve at the pleasure of the Consortium, and shall be an at-will official. All other employees shall have grievance and other rights as provided for by the Consortium. All such grievance and other rights shall be consistent with state law. Any use made by the Consortium of the personnel, grievance, finance, and payroll systems of any of the parties hereto, shall be for convenience only, and shall not create an employment or agency relationship with, nor liability for, the party providing said services.

6. Any party to this Addendum may appropriate funds and may sell, lease, give, or otherwise supply the Consortium with such property, personnel, or services therefor as may be within its legal power to furnish.

WITNESS the following signatures and seals:

ATTEST:

CITY OF HAMPTON

By: _____
Its: _____

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

CITY OF NEWPORT NEWS

By: _____
Its: _____

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

CITY OF POQUOSON

By: _____
Its: _____

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

CITY OF WILLIAMSBURG

By: _____
Its: _____

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

COUNTY OF GLOUCESTER

By: _____
Its: _____

By: _____
County Administrator

APPROVED AS TO FORM:

County Attorney

ATTEST:

COUNTY OF JAMES CITY

By: _____
Its: _____

By: _____
County Administrator

APPROVED AS TO FORM:

County Attorney

ATTEST:

COUNTY OF YORK

By: _____
Its: _____

By: _____
County Administrator

APPROVED AS TO FORM:

County Attorney